

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W59XQG53417640		PAGE 1 OF 90	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9128F-16-T-0007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALEXANDER MUELLER				b. TELEPHONE NUMBER (No Collect Calls) 402-995-2045	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 28 Mar 2016							
9. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901 TEL: FAX:		CODE W9128F		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 561720 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$16.5M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO COE GAVINS POINT PRJT OFC NTR RSC GARY LEDBETTER USAED, OMAHACENWO-OD-GP-N 55245 HIGHWAY 121 CROFTON NE 68730 TEL: 605-667-2540 FAX:		CODE 968812		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 90	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cottonwood Cleaning Services FFP Period of Performance: 20 April 2016 - 17 October 2016 Cottonwood cleaning services in accordance with the Performance Work Statement. This Line Item is for all costs for the Base Period for all locations and dates stated in the PWS. FOB: Destination MILSTRIP: W59XQG53417640 PURCHASE REQUEST NUMBER: W59XQG53417640	1	Job		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Cottonwood Cleaning Services FFP Period of Performance: 19 April 2017 - 23 October 2017 Cottonwood cleaning services in accordance with the Performance Work Statement. This Line Item is for all costs for the Option 1 Period for all locations and dates stated in the PWS. FOB: Destination MILSTRIP: W59XQG53417640	1	Job		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job		
OPTION	Cottonwood Cleaning Services FFP Period of Performance: 18 April 2018 - 22 October 2018 Cottonwood cleaning services in accordance with the Performance Work Statement. This Line Item is for all costs for the Option 2 Period for all locations and dates stated in the PWS. FOB: Destination MILSTRIP: W59XQG53417640				

NET AMT

INSTRUCTIONS TO OFFERORS
SOLICITATION INSTRUCTIONS:

This solicitation will be awarded as a firm-fixed price commercial item service contract on the basis of best value evaluation.

Please complete and return the following:

- The Standard Form (SF) 1449 pages where it was necessary to fill in information/price(s) and/or signature including Exhibit 6 of the Performance Work Statement.
- Documentation required in FAR Clause 52.212-2 "Evaluation – Commercial Items" contained within this solicitation.
- Offeror Representations and Certifications -- Commercial Items (FAR Clause 52.212-3) or verify registration on SAM (see paragraph later in this document).

Please enter your CAGE Code in Block 17a of the SF 1449 within the smaller block next to the word "CODE." The company name and street address entered on the SF 1449 should match the System for Award Management (SAM) entry for that CAGE Code. **The offeror's SAM Profile must contain the North American Industrial Classification Systems (NAICS) Code listed in Block 10 on Page 1 of the SF 1449 in order to be awarded the contract. If your NAICS Code does not appear on your registration, it MUST be added. Additional information pertaining to the SAM, CAGE Code and NAICS Code is contained in the Instructions and Notices section and in the Clauses section of this solicitation.**

Offers are due by 2:00 pm on 28 April 2016. Send your completed solicitation package to the attention of **Alexander D. Mueller** via mail or email as follows:

U.S. Army Corps of Engineers, ATTN: Alexander Mueller, 1616 Capitol Avenue, Omaha, NE 68102-4901 or Alexander.d.mueller@usace.army.mil.

Please reference Solicitation Number W9128F-16-T-0007 on all correspondence.

Points of Contact (POC):

For **contractual questions**, contact **Alexander Mueller** at 402-995-2045 or at Alexander.d.mueller@usace.army.mil.

For **technical or specification questions**, contact **Zach Montreuil**, at 402-667- 2541 or Zachary.j.montreuil@usace.army.mil.

INFORMATION PERTAINING TO MANDATORY REGISTRATIONS, CODES, NUMBERS & REPRESENTATIONS & CERTIFICATIONS:

System for Award Management (SAM):

What is SAM?

The System for Award Management (SAM) is combining federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. This consolidation is being done in phases. The first phase of SAM includes the functionality from the following systems:

- * System for Award Management (SAM)
- * Federal Agency Registration (FedReg)
- * Online Representations and Certifications Application (ORCA)
- * Excluded Parties List System (EPLS)

How will SAM benefit me?

The overarching benefits of SAM include streamlined and integrated processes, elimination of data redundancies, and reduced costs while providing improved capability.

SAM registration is required prior to receiving contract award. If you are not currently registered in SAM, refer to the website for information and instructions on how to register. You may link to the SAM website at <https://www.sam.gov>. Clicking on "Help" on the top ribbon of the SAM Home Page will give you access to the following information:

About SAM
News
User Help
Agency Information
Interface and Data Access
Contact Us
External Resources

SAM Service Desk:

URL: <http://www.FSD.gov>

(8am - 8pm Eastern Time)

US Calls: 866-606-8220

International Calls: 334-206-7828

DSN: 809-463-3376

Do not delay returning a quote while processing your SAM entry.

Electronic Funds Transfer (EFT):

EFT is a mandatory requirement for the U.S. Army Corps of Engineers. The successful offeror will be required to complete and return EFT forms that will be provided by our agency upon contract award, unless the offeror is currently entered as an active vendor in the Omaha District Corps of Engineers Financial Management System (CEFMS). Offerors with an active vendor entry in the Omaha District CEFMS will be asked to verify the existing EFT information. Please note the CEFMS EFT entry is in addition to the EFT information entered into the offeror's SAM registration.

NAICS Code:

This solicitation is being advertised under the North American Industrial Classification Systems (NAICS) Code listed in Box 10 on Page 1 of the SF 1449. **You must ensure this NAICS Code is incorporated into your current SAM Profile if your company can provide the type of product or service applicable to this NAICS Code. Failure to have this NAICS Code in your current SAM Profile may result in not being considered for award. NAICS Codes may be viewed at the U.S. Census Bureau website at <http://www.census.gov/eos/www/naics>.**

Dun and Bradstreet Number (DUNS Number):

A DUNS Number is required for SAM registration. If you do not currently have a DUNS number, you may acquire one by linking to the Dun & Bradstreet (D&B) website at <http://fedgov.dnb.com/webform>. D&B's Government Customer Response Center (GCRC) phone number is 866-705-5711.

Dun & Bradstreet (D&B) provides a DUNS Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is free for all businesses required to register with the US Federal Government for contracts or grants.

If a DUNS Number does not exist for your business location, it can be created within 1 business day via the D&B website.

OFFEROR'S INFORMATION REQUIRED TO PROCESS AN AWARD:

CAGE Code_____

DUNS Number _____

Tax Identification Number (TIN)_____

Company Name and Address:

(Also REQUIRED to match SAM Profile and Block 17a on SF 1449)

Point of Contact:

Name_____

Title_____

Business Phone _____

Cell Phone (if applicable)_____

E-Mail_____

Is your Company (please circle each line individually):

Small Business concern	Yes	No
Small Disadvantaged Business concern	Yes	No
Veteran-Owned Small Business concern	Yes	No
Service-Disabled Veteran-Owned Small Business concern	Yes	No
Women-owned business concern	Yes	No
Sole Proprietorship	Yes	No
Partnership	Yes	No
Corporation	Yes	No
Registered with SAM	Yes	No

State and Local Taxes:

The U.S. Army Corps of Engineers is exempt from paying state and local taxes per Title 4 United States Code 104-107. The U.S. Army Corps of Engineers Tax ID Number is 62-1642142.

Contractors performing services for the U.S. Army Corps of Engineers are not exempt from state and local taxes in transactions with vendors, suppliers or subcontractors.

Payments:

Payments will be made after receipt of a proper invoice or receipt of acceptable supplies or services, whichever is later. The contractor is required to include the contract number on all invoices so that receipt and payment for the item or service may be expeditiously processed. The company name and address entered on the invoice must match your System Award Management (SAM) information under which you submitted your offer/ was awarded the contract. Failure to do so may cause your invoice to be rejected for payment.

Federal Legal Holidays:

The Federal legal holidays observed by this installation are listed at 1.6.3 of the Performance Work Statement.

If a wage determination applies, the number of holidays specified on it has priority over this clause.

Insurance Required (Local Provision):

In accordance with FAR 28.307-2, "Liability," the contractor shall procure the following minimum insurance:

<u>Type</u>	<u>Amount</u>
Workman's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$1,000,000 per occurrence

And, when automobiles are used in connection with performing the contract:

<u>Type</u>	<u>Amount</u>
Automobile Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence

And, when aircraft is used in connection with performing the contract:

<u>Type</u>	<u>Amount</u>
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Aircraft Public and Passenger Liability Insurance	\$200,000 per person
Bodily Injury (other than passenger injury)	\$500,000 per occurrence
Property Damage	\$200,000 per occurrence
Passenger Liability Bodily Injury	\$200,000 multiplied by the number of seats or passengers, whichever is greater

And, when contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity insurance.

The contractor is responsible for contacting the state for compliance with its workman's compensation laws.

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)

Cleaning and Janitorial Services Contract for Cottonwood Campground & Day Use Area and Surrounding Areas U.S. Army Corps of Engineers, Gavins Point Project 2016 – 2018

Part 1

General Information

1. **GENERAL:** This is a non-personal services contract to provide cleaning and janitorial services for the Cottonwood Campground, Day Use Area and other specified areas. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The cleaning contractor shall perform a number of tasks associated with the cleaning of the areas indicated within according to the schedule and specifications outlined in this document. The Contractor will be performing cleaning duties within a specified area. All work must be performed according to the specifications outlined in this contract unless authorized in advance by the Contracting Officer Representative (COR).

1.1 **Description of Services/Introduction:** The Contractor shall provide all necessary supervision, labor, materials, tools, and equipment to provide cleaning and janitorial services within designated facilities and grounds in U.S. Army Corps of Engineers (USACE) managed areas. The Contractor shall work in all designated contract areas. The Contractor shall ensure that each completed service will meet the requirements of this contract as outlined in this Performance Work Statement (PWS). All services shall be completed during the specified day and time, unless otherwise specified or as directed by the COR. **This contract requires a minimum of two (2) people that will live on-site during the Period of Performance.**

1.2 Background: Cleaning and janitorial services are required to maintain clean, sanitary, operational and presentable facilities and areas for the visiting public. The location of the services covered by this contract will be at USACE managed campgrounds, day use areas, public use areas/facilities and surrounding areas near Gavins Point Dam located approximately four miles west and one mile south of Yankton, SD off of SD Highway 52. There is regular contract garbage pickup and law enforcement patrol in all USACE-managed recreation areas. Annual visitation in recent years has exceeded 1.6 million visits to the Lewis and Clark Lake area. A majority of this use is during the months of May through September. Park facilities receive heavy use and require professional care to meet project cleaning standards.

1.3 Objectives: The Contractor shall provide and maintain satisfactory cleaning and janitorial services within all assigned work areas and facilities to the standards outlined in this contract.

1.4 Scope of Work: Section 5 contains the Scope of Work.

1.5 Period of Performance: The Period of Performance shall be for one (1) Base Period of 6-months and two (2) 6-month Option Periods. The Contractor shall not begin work until after the "Notice of Award" and completion of the Pre-Work Conference with the COR. The Period of Performance reads as follows:

Base Period:

April 20, 2016 through October 17, 2016.

Option Period 1:

April 19, 2017 through October 23, 2017.

Option Period 2:

April 18, 2018 through October 22, 2018.

1.5.1 Contractor Day Off: The Contractor's day off each week shall be Tuesday as indicated under the day off schedule located in section 1.5.1.1. A "Day Off" shall be defined as services under this contract are not to be performed that day, nor will the contractor be paid or otherwise reimbursed for days services are not performed. Cleaning and janitorial services will be performed by other contractors or other means on the Contractor's day off. Overnight occupancy at the Contractor's campsite is required each day to meet USACE regulations.

1.5.1.1 Contractor Day Off Schedule. The Contractor shall have a day off each Tuesday that falls within the following dates. Outside of the dates indicated, the Contractor shall be responsible for providing cleaning and janitorial services within the specified areas on all days within the Period of Performance.

Base Period Days Off:

OFF Tuesdays from May 17, 2016 through October 11, 2016.

Option Period 1 Days Off:
OFF Tuesdays from May 16, 2017 through October 10, 2017.

Option Period 2 Days Off:
OFF Tuesdays from May 15, 2018 through October 9, 2018.

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this Performance Work Statement (PWS). The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which the Contractor assures that their work complies with the requirements of the contract.

1.6.2 Recognized Holidays: The Contractor is required to perform work on recognized holidays that fall within the contract period, unless that day is indicated as a day off per section 1.5.1. The Government recognizes the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.3 Hours of Operation: The contractor is responsible for conducting business, between the hours of 6:00AM and 6:00PM - except - when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.4 Place of Performance: The work to be performed under this contract will occur within recreation areas and public use facilities at the Gavins Point Project in Cedar County, Nebraska. This area is located approximately five miles west and one mile south of Yankton, South Dakota.

1.6.4.1 Cottonwood Campground & Day Use Area. This is the primary work location for cleaning and janitorial services to be performed under this contract. Cottonwood Campground has 77 standard electric campsites, two Comfort Stations, one vault toilet, a large group picnic shelter and a playground. Cottonwood Day Use Area has a comfort station, vault toilet, boat ramp, playground, horseshoe pits, Frisbee golf course and a fishing pier. The work area includes all facilities, grounds, roadways and parking areas. Facility inventory is shown in Exhibit 4.

1.6.4.2 Training Dike Day Use Area. The day use area has multiple picnic areas and shelters, two boat ramps, two comfort stations, five vault toilets, a multi-use paved trail, and a swimming beach. The work area includes all facilities, grounds, roadways and parking areas.

1.6.4.3 Nebraska Tailwaters Campground, Day Use Area and Overlook. The campground has 31 standard electric campsites and 12 non-electrical tent sites. The campground has one comfort station with flush toilets, hot/cold water and showers. Dump station facilities are located just outside the campground. Also, there is one large shelter, an additional comfort station at the overlook area, a fish cleaning station, handicap fishing pier, vault toilets, overlook, roadways and parking lots that are included in this contract. The work area includes all facilities, grounds, roadways and parking areas. Facility inventory is shown in Exhibit 4.

1.6.4.4 The Contractor shall note that all quantities of facilities and grounds are believed to be accurate at time of contract solicitation. However, facilities and areas may be modified, added or removed from the contract area; there shall be no change in contract price for modification of areas and/or facilities. The Contractor shall be responsible for cleaning services in all facilities and grounds within the designated contract areas.

1.6.5 Type of Contract: The Government will award a firm fixed price purchase order.

1.6.6 Recreation Area Surveillance: Surveillance of the recreation areas is an integral part of the Contractor's duties. The mere physical presence of a person who can contact the authorities is often a strong deterrent to vandalism and violations of rules & regulations. For this reason, the Contractor shall be required to live on site during the course of this contract. To live on site means the Contractor's camping unit will be used as a regular domicile during the Contract period. The Contractor will consume meals, sleep, and otherwise spend a minimum of 18 hours each work day within the confines of the assigned recreation area. Short absences of four hours or less may be made for the purpose of obtaining supplies or attending to personal needs. An absence of eight hours will be allowed weekly on a schedule to be agreed upon between the Contractor and COR.

1.6.7 Security Requirements: All Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by the COR). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes. **No background checks are required for this contract.**

1.6.8 Special Qualifications: The Contractor must pre-screen Candidates using the E-verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated COR. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

1.6.9 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.9.1 In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.9.2 The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.9.3 The Contractor shall ensure all Government facilities are secure when not providing services under this contract.

1.6.10 Special Qualifications: The Contractor shall ensure that personnel involved in the control operations have the technical knowledge and ability to properly perform the required work activities.

1.6.10.1 Appropriate Work Attire within the Work Areas: The Contractor and all personnel shall at all times wear clothing appropriate for being in a public setting and for performing the work that is required under this contract, to the approval of the COR. Unauthorized advertisements shall not be displayed on clothing or within the contract

area. Clothing shall not have any offensive or harsh language and/or images. No bare feet will be permitted while on duty and shirts covering from the waist up are required.

1.6.10.2 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. Contractors and subcontractors are required to wear their company ID and may be required to wear Government supplied badges. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.11 Contractor Manpower Reporting: Not Applicable.

1.6.12 Contractor Travel: Not Applicable.

1.6.13 Other Direct Costs: Not Applicable.

1.6.14 Data Rights: Not Applicable.

1.6.15 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16 Phase In /Phase Out Period: Not Applicable.

1.6.17 Post Award Conference/Periodic Progress Meetings: After the "Notice of Award", the Contractor shall meet with the COR prior to commencement of work to discuss performance requirements and administration of the contract. The Contractor at this meeting shall submit for approval the following: work plan, safety plan, and certificates of insurance. The work plan shall include a list of materials, equipment, and cleaning supplies for approval by the COR. Also, personnel requirements and a detailed work schedule with approximate time of performance at each facility shall be included in the work plan. Once approved, this plan shall not be changed without the approval of the COR. Also, the Contractor shall visit all work areas with the COR prior to commencement of work. This will provide an opportunity to discuss specific work areas

and quality of performance issues.

1.6.17.1 Pre-Bid Site Visit: It is highly recommended that a bidder make an on-site visit to the project to inspect the facilities and area prior to submittal of bid. Annual visitation in recent years has exceeded 1.6 million visits to the lake. A majority of this use is during the months of May through September. Park facilities receive heavy use and require professional care to meet project cleaning standards.

1.6.18 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, and specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dated. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.7 Safety

1.7.1 Emphasis shall be placed on safety on all phases of operations by the Contractor. The Contractor or foreman shall have a cell phone on-site with them at all times during work activities. The local emergency phone number(s) will be furnished to the Contractor by the COR at the pre-work conference.

1.7.2 Required Safety Documents: The Contractor shall ensure all work under this contract be in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 (copies of this manual are available at the Gavins Point Project Office, or online at http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

1.7.3 The Contractor shall submit the following required documents at the pre-work conference: an accident prevention plan to be followed by all Contractor personnel during performance of the work and an activity hazard analysis. The COR will provide the Contractor with an activity analysis form. The documents shall be developed only after a careful analysis of the work involved and shall be tailored specifically to the conditions of this contract and shall address the following items:

- a) Responsible Individuals
- b) Indoctrination of New Employees
- c) "Tool Box" Safety Meetings
- d) Fire Prevention and Protection

- e) Housekeeping
- f) Mechanical Equipment Inspection
- g) First Aid and Medical Facilities
- h) Sanitation
- i) Personal Protective Equipment/Devices
- j) Accident Reporting

1.7.4 Other Safety Requirements: The Contractor shall provide the minimum on-site safety requirements as follows:

- a) All personnel are required to wear and use the manufacturer's recommended personal protective equipment/devices.
- b) Safety Data Sheets (SDSs) (formerly known as MSDSs or Material Safety Data Sheets) shall be obtained by the Contractor from the manufacturer for all chemicals and potentially hazardous materials not provided by the Government that will be used in contract work and/or stored on Government property. SDSs shall be located in the storage shed and shall be at all times readily accessible for viewing by the Contractor, contract personnel and the COR. It shall be the responsibility of the Contractor to read, understand and inform all personnel of proper use of any chemical, material or other item used in work operations under this contract.
- c) The Contractor will provide at least one nonfreezing-type A-B-C fire extinguisher in each workshop and shed used for storage of materials at the work site. The extinguisher shall be placed in a location readily accessible to personnel.
- d) The Contractor will provide and maintain a first aid kit commensurate with the size of the project with items necessary for first-aid treatment of all injuries. The Contractor will advise personnel of the location of first-aid kits.
- e) The local emergency phone number(s) will be furnished to the Contractor by the COR at the pre-work meeting. The Contractor will post telephone numbers of nearest hospital or ambulance service and fire station in a conspicuous location. The Contractor will advise all personnel of locations and telephone numbers.
- f) Flammable liquids and explosives are not allowed in the storage shed or within Government facilities. All chemicals, supplies and other materials shall be stored in compliance with manufacturer's recommendations and as directed by the COR, including quantities of such items.
- g) The Contractor and all personnel working under this contract shall be required to wear a high-reflective vest when completing work tasks on roadways, parking lots or within twenty 20 feet of a roadway.
- h) The Contractor shall be sure all vehicles used in working under this contract shall have working hazard lights or other yellow or orange warning light device activated to warn traffic when parking or stopping along roadways.
- i) Contractor and all personnel operated vehicles shall not be driven or parked off of designated roadways, unless authorized in advance by the COR. Vehicles shall be operated in accordance with all applicable Federal, State and Local laws and regulations at all times.

1.8 Environmental Protection: The Contractor shall perform all work in such a manner as to minimize the polluting of air, water, or land, and shall, within reasonable limits, control noise and the disposal of solid waste materials, as well as other pollutants.

1.8.1 The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides, chemicals or other harmful materials. The Contractor shall investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams.

1.8.2 Special measures shall be taken to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, and concrete drainage from entering public waters. If any spillage occurs, the Contractor shall remove the material and restore the area to the original condition before being contaminated. If necessary, contaminated ground shall be excavated and disposed of as directed by the Contracting Officer, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to reestablish vegetation all at the expense of the Contractor.

1.8.3 Disposal of all materials shall be at the appropriate locations as directed by the COR. Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams and waterways shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated and disposed of as directed by the Contracting Officer, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to reestablish vegetation all at the expense of the Contractor.

1.8.4 The Contractor shall at all times perform work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area that, in the opinion of the Contracting Officer, are critical to fish or wildlife.

1.9 Damage to Government Property. The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the Contractor's operations. This includes, but is not limited to: electrical boxes, buildings, fences, gates, building interiors, walls, fixtures, partitions, mirrors, posts, vehicles, equipment and non-target vegetation. The Contractor shall immediately notify the COR of any damage to Government property due to the Contractor's operations or is informed of such damage. The Contractor shall also notify the COR immediately of any damage to Government property as a result of vandals, or other causes on the day the Contractor first notices or is informed of such damage.

1.10 Damage to Personal Property. The Contractor shall be responsible for any damage to personal property, including but not limited to: RVs, equipment, tents, vehicles, etc. that have been damaged as a result of the Contractor's operations. The Contractor shall immediately notify the COR of any damage to personal property due to

the Contractor's operations.

1.11 Unsatisfactory Performance

1.11.1 All services performed under this contract shall be performed in a strictly first-class manner. Following cleaning, all surfaces shall be left in a clean condition, defined as being free of all particulate matter, film, spots, streaks, and/or stains. Glossy surfaces shall be wiped or polished with a dry cloth to restore original sheen. The requirement to clean applies to all parts of all buildings covered under this contract. The omission of cleaning methods for parts or portions of a building in the specifications does not relieve the Contractor from cleaning those parts or portions in the first-class manner described.

1.11.2 The Contractor shall be notified by the COR of any deficiencies in service.

1.11.3 If any service is not performed in compliance with the terms of this contract and to the satisfaction of the COR, the Contractor shall correct the deficiency and/or perform the services again within two (2) hours of notification by the COR. This shall be done at no additional cost to the Government. In the event the Contractor fails to correct the deficiencies within a two (2) hour period or if the Contractor cannot be contacted, the Government shall have the right to have the services performed by other forces at the Contractor's expense.

1.11.4 It shall be the responsibility of the Contractor to ensure that all services under this contract are performed on the dates and times indicated and to the specifications outlined in this contract.

1.11.5 Written notification shall be given by the COR on the cleaning contractors inspection report Exhibit 5. The original will become a part of the Contractors file at the Project Office; a copy will be issued to the Contractor. The document will be used for random inspections during the contract period.

1.11.6 Upon receipt of notification of deficiency in service, the Contractor will immediately correct the deficiency and/or take steps to prevent recurrence of the deficiency.

1.12 Vandalism: The Contractor shall promptly report vandalism and maintenance problems to the COR or an on-duty USACE Park Ranger as soon as possible.

1.13 Weapons: The Contractor, subcontractor and/or contractor personnel shall have no weapons in their possession in the contract area.

1.14 Alcohol and Drugs: The Contractor shall not be under the influence of alcohol and/or drugs while performing duties under this contract.

1.15 Lost and Found Property: Any property found by or turned into the Contractor or

contractor personnel shall be turned into a Government official within 24 hours of taking possession.

1.16 Enforcement of Rules and Regulations: The Contractor and all contractor personnel do not have authority to enforce park rules and regulations (Title 36 Code of Federal Regulations (CFR)) or other rules and regulations. Upon witnessing or becoming aware of violations of park rules and regulations or other Federal, State or Local Laws and regulations, the Contractor shall immediately report the violation to on-duty USACE Park Rangers, the COR, and/or law enforcement personnel as soon as possible.

1.17 Medical emergencies and other emergencies: The Contractor shall promptly notify USACE Park Rangers and/or notify emergency personnel upon discovery of a medical situation or other emergency situation.

1.18 Payment: Payment will be made monthly for the work actually performed during the previous month at the applicable contract unit price upon receipt of a complete invoice (Exhibit 7). Each invoice shall be mailed or hand delivered to the COR no later than the 25th of each month. Payment will not be made for a day(s) not worked and work that is not performed. The Contractor will also report the number of labor hours worked each month by the Contractor and any contractor personnel for safety exposure hours reporting on each invoice submitted.

1.19 Option to Extend Contract: This contract is renewable, at the option of the Government. The Contracting Officer shall give written notice of renewal to the Contractor thirty days before this contract is to expire, provided that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at least sixty days before this contract is to expire. Such a preliminary notice will not be deemed to commit the Government to renewal. If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercising of any option under this clause, shall not exceed three years.

1.20 Best Value Contract

1.20.1 Award to the successful contractor shall be based on "Best Value" rather than "Low Bid". To be considered a complete bid, all bidders must submit the following best value criteria and cover each item indicated below upon submitting their bid in electronic format. Bids will be rated on the following factors:

a. Description of Cleaning Techniques and Methodologies. Bidders shall submit a description of their cleaning techniques and methodologies that they plan to use to complete all described work activities. The bidder shall describe in detail the methods of cleaning each facility (comfort stations, vault toilets, fish cleaning stations, grills, picnic shelters, etc.) including equipment, materials, supplies, employees/staff, modes of transportation, etc. to be used in competition of

contract work activities for each facility and area.

b. Execution of Cleaning Schedule. Bidders shall submit a detailed work schedule to show how the bidder plans to complete all required cleaning and janitorial work to the specifications in the performance work statement, ensuring all required cleanings are met during the required times and dates of each service. The bidder shall indicate how they plan to meet all daily cleaning requirements in all work areas indicated. The Contractor shall also indicate their plan for completing the surveillance requirement of the contract and identify the make, model and year of their camping unit they plan on using at the Contractor's campsite during the period of performance.

c. Past Performance & References. Bidders shall submit a list of previous employment, contracts, volunteer work or other work within the last eight (8) years in which the bidder has completed similar work involving cleaning and janitorial services and/or working with the public in a professional manner. The bidder shall submit at least two written professional references, including name, title and phone number of each reference. References should not be from any current USACE, Gavins Point Project employees.

d. Price. Bidders shall submit their bid price, inclusive of all costs for all years, as indicated on the Bid Sheet, Exhibit 5.

PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1 Definitions:

2.1.1 Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime contractor.

2.1.2 Contracting Officer: A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3 Government Representative (GR): An employee of the U.S. Government appointed by the Contracting Officer to administer the contract. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 Defective Service: A service output that does not meet the standard of performance associated with the PWS.

2.1.5 Deliverable: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6 Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 Physical Security: Actions that prevent the loss or damage of Government property.

2.1.8 Quality Assurance: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.10 Quality Control: All necessary measures taken by the Contractor to assure that

the quality of an end product or service shall meet contract requirements.

2.1.11 Subcontractor: One that enters into a contract with a Prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 Work Day: A period in which the Contractor provides services in accordance with the contract.

2.1.12 Work Week: As directed by the COR.

2.1.13 Government: The term "Government" is used to describe the Gavins Point Project Office and the Omaha District Office of the Corps of Engineers, or other U.S. Government Office associated with the performance of this contract

2.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GR	Government Representative
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCNUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 General: The Government shall furnish the following property, equipment and services that are specifically indicated in Part 3 of this PWS. The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Part 3 of this PWS.

3.2 Services: The Government will not provide services.

3.3 Facilities: The Government shall furnish one (1) full hook-up campsite for Contractor's camping unit at no cost to the Contractor during the Period of Performance, located within Cottonwood Campground, or other location designated by the COR. The campsite will have electrical, water and sewer hookup. The Government will also furnish a storage shed next to the camping pad to be used for storing supplies and equipment to be used in completing work under this contract.

3.4 Utilities: The Government will provide water and electricity within the recreation areas/facilities to be used while completing cleaning and janitorial services under this contract.

3.5 Equipment: The Government will provide a short plumbers snake, magnetic signs for the Contractor's vehicle stating "Contractor Operated Vehicle", and two "Closed for Cleaning" signs.

3.6 Supplies: The Government will provide the following supplies to be used in the operation of cleaning and janitorial services under this contract: toilet paper, garbage bags (to fit all garbage receptacles), drain cleaner, hand soap, hand sanitizer, and a degreaser/disinfectant solution.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Part 3 of this PWS. This section contains required items to be furnished by the Contractor and items that are suggested in order to complete services under this contract.

4.2 Secret Facility Clearance: Not Applicable.

4.3 Camping Unit: The Contractor shall furnish a camping unit to be parked at a campsite designated by the COE at least 24 hours, but not more than 72 hours, in advance of the period of performance. The location of the campsite shall be determined at the pre-work conference with the COR. The Contractor shall be responsible for supplying all materials and labor for hooking up the camper at the campsite. The Contractor shall comply with all park rules and regulations. The Contractor shall maintain the campsite in a clean, uncluttered, and sanitary condition at all times. The Contractor shall remove the camping unit and all personal property from Government property no later than two (2) days after the end of the period of performance, or as indicated or directed by the COR. If the recreation area is closed, the Contractor shall vacate the site immediately, or as directed by the COR. The Contractor shall live on site and will provide a mobile residence, normally a recreational vehicle, including but not limited to a motor home, trailer, camper van, and truck camper van. Trailer houses, mobile homes, etc. are not permitted. The mobile residence shall be a well-maintained unit and in good condition and appearance, as approved by the COR. The Contractor will be allowed to keep one pet, either a dog or cat at the campsite. Other or additional pets may be allowed at the discretion of the COR. The Contractor shall comply with all park rules regarding pets. Potential bidders should contact the Gavins Point Project Office for additional information.

4.4 Vehicle: The Contractor shall furnish at least one (1) serviceable vehicle for transportation of the Contractor and Contractor personnel, equipment and supplies throughout the designated work areas and to transport refuse to dumpsters. Contractor vehicles shall only be driven on established roadways and all applicable laws, rules and regulations be followed when operating vehicles. The Contractor shall ensure that vehicles used for this contract do not leak oil or other fluids, are in working order, are not excessively loud and are presentable in appearance, to the approval of the COR. Any vehicle used in completing cleaning and janitorial services under this contract shall be in compliance with all Federal, State & Local laws, rules and regulations. All vehicles used in this contract must be properly registered and insured.

4.5 Equipment & Supplies: The Contractor will furnish all supplies necessary for the

successful completion of this contract with the exception of those listed in 3.4. Examples of contractor-furnished cleaning equipment include the following: ladder (six feet), brooms, mops, squeegees, sponges, mop wringer, buckets, hose, brushes, drying cloths, litter grabbers, and a plunger to attempt to open minor plugged drains. The Contractor shall also provide all cleaning agents such as cleansers, toilet cleaners, and deodorizers. Safety Data Sheets (SDSs) for all chemicals and potentially hazardous materials to be used under the contract or stored on Government Property shall be readily available in the Contractor shed. All Contractor cleaning supplies shall be approved by the COR prior to start of contract. High-visibility reflective yellow or orange vests shall be provided by the Contractor for all contractor personnel while completing contract activities within 20 feet of a designated roadway.

PART 5

SCOPE OF WORK

5. Specific Tasks

5.1 General: The Contractor shall successfully complete all cleaning and janitorial services each work day throughout the period of performance in all open facilities and grounds within each area indicated. Cleaning shall be performed in accordance with the cleaning frequencies schedule, Exhibit 3. The work area maps are located in Exhibit 8. Note that facilities and areas may open or close dependent on the weather and/or other administrative decisions. All open facilities in areas designated shall be completely serviced each day as scheduled.

5.2 Designated Work Areas and Cleaning Schedules

5.2.1 Contract Work Areas: The Contractor's primary work area shall include complete cleaning and janitorial services within the Cottonwood Campground, Day Use Area and surrounding area. The Contractor's secondary work area shall include complete cleaning and janitorial services within the Training Dike Day Use Area and Nebraska Tailwaters Campground, Day Use Area, Group Camp and Overlook Area as secondary work areas, on dates indicated in Sections 5.2.2, 5.2.3 and 5.2.4. All open facilities in areas designated shall be completely serviced each day as scheduled.

5.2.2 Wednesday Training Dike Day Use Area Janitorial Services: In addition to the Cottonwood Cleaning Area Services, the Contractor shall provide cleaning and janitorial services for all open facilities and grounds within the Training Dike Day Use Area each Wednesday during the following specified periods when the Training Dike Cleaning Contractor has their day off. Work area maps are located in Exhibit 8. The Training Dike Recreation Area shall be serviced during the following schedule:

Base Period Training Dike Area Cleaning Dates:
Each Wednesday from May 18, 2016 until October 5, 2016.

Option Period 1 Training Dike Area Cleaning Dates:
Each Wednesday from May 17, 2017 until October 4, 2017.

Option Period 2 Training Dike Area Cleaning Dates:
Each Wednesday from May 16, 2018 until October 3, 2018.

5.2.3 Intermittent Janitorial Services: In addition to the Cottonwood Cleaning Area Services, the Contractor will be responsible for providing cleaning and janitorial services within the following areas: Training Dike Recreation Area, Nebraska Tailwaters Campground & Day Use Area, Group Camp and the Overlook Day Use Area (see maps that indicate area boundaries, found in Exhibit 8) during the specified periods when the

Nebraska Tailwaters Cleaning Contractor and the Training Dike Cleaning Contractor are off for the season. The contractor will provide cleaning and janitorial services in the following area open facilities and grounds during the specified periods as indicated below:

Base Period – All Areas Cleaning Services:

April 20, 2016 through May 10, 2016
and
October 12, 2016 through October 17, 2016.

Option Period 1 – All Areas Cleaning Services:

April 19, 2017 through May 9, 2017
and
October 11, 2017 through October 23, 2017.

Option Period 2 – All Areas Cleaning Services:

April 18, 2018 through May 8, 2018
and
October 10, 2018 through October 22, 2018.

5.2.4 Additional on-call/unusual cleaning services: The Contractor shall be available to provide cleaning services when notified by COR on a 24-hour basis each work day during the period of performance in the event of unusual or unsanitary conditions present in any of the facilities within the designated work areas. This service shall include cleaning the facility until the unsanitary condition is removed to the approval of the COR until the next scheduled cleaning. This shall be for unusual or irregular conditions that occur within the facilities when the COR believes the facility must be serviced due to an unsatisfactory condition prior to the regularly scheduled cleaning time(s). Note that this service may be required outside of the 6:00 A.M. – 6:00 P.M. requirement, which in this instance shall be waived. This service shall be completed within 2 hours after notification by the COR. If the Contractor does not perform the service or cannot be contacted by the COR, the Government reserves the right to have these services performed by other means at the expense of the Contractor. This service shall be as needed (as determined by the COR) and completed by the Contractor at no additional cost to the Government from the daily price bid.

5.3 Comfort Station Cleaning

5.3.1 All comfort stations within the designated work areas shall be cleaned in their entirety twice daily to meet all of the following specifications. The first daily cleaning service of each comfort station shall take place between the hours of 6:00 A.M. and 10:00 A.M. The second daily cleaning service of each comfort station shall take place between the hours of 3:00 P.M. and 6:00 P.M.

5.3.2 During each service, comfort stations shall be cleaned in their entirety twice daily to include: floors, walls, partitions (including tops and bottoms), doors, ceilings, roof, ventilation screens, sidewalks, wash basins, showers, urinals, stools, floor drains and all

related items including pipe chase. All surfaces and fixtures inside and outside of the facility shall be clean, disinfected, and free of debris and no visible spots. If spots, stains or other debris cannot be removed with normal cleaning operations, the Contractor shall promptly notify the COR.

5.3.3 Floors shall be cleaned by methods including sweeping and washing with approved cleaning and disinfecting agents. Excess moisture shall be removed when the cleaning service is completed. Walls, shower stalls, benches, partitions, and doors shall be cleaned, disinfected, free of debris and spot free. Tops and bottoms of partition walls shall be wiped clean for dust and dirt daily. Dirt, oil, lotions, soap residue, calcium deposits and other residue and stains shall be removed from all surfaces including soap trays and faucets. There will be no use of pressure washers inside of the comfort stations.

5.3.4 Washbasins, stools, and urinals shall be cleaned inside and out with approved cleaning and disinfecting agents. Streaks, residue, and excess moisture shall be removed.

5.3.5 Bird and insect nests, webs, dirt, and other foreign material shall be removed from all surfaces of the facility inside and outside. When washing is required, wash with approved cleaners.

5.3.6 Clean and polish mirrors, hand dryers, drinking fountains and all other fixtures and accessories to remove dirt, dust, smudges, stains, streaks and any other debris or foreign material.

5.3.7 All sidewalks surrounding facilities shall be swept and washed until clean and free of debris and foreign material. Weeds shall be removed from around facilities and sidewalk cracks within 25 feet of the facility.

5.3.8 Trash and debris within 25 feet of the facility shall be collected and disposed of in the nearest dumpster, or as directed by the COR.

5.3.9 Refuse containers inside facilities shall be emptied, cleaned, and new garbage can liners installed. Refuse shall be deposited in nearby dumpster, or as directed by the COR. When odor is noticeable in a container, it shall be washed and disinfected with approved agents. Rinse water shall be directed into proper floor drains or outside utility sinks.

5.3.10 Toilet paper dispensers shall be restocked during each service to insure an adequate supply of paper exists until the next scheduled cleaning. Toilet paper shall be checked by the Contractor for restocking throughout the day (between 6:00A.M. and 6:00P.M.) and all toilet paper shall be replaced when the toilet paper roll is found to be less than 1/4 full, or as directed by the COR.

5.3.11 At least every 14 days during the contract, the Contractor shall remove all floor

drain covers to remove hair, debris and any other foreign material within the first twelve (12) inches of the drainpipe. All drains shall be flushed with a minimum of ten gallons of water after each drain cleaning.

5.3.12 The Contractor shall make a reasonable effort to unplug slow or plugged drains and toilets. If the Contractor is unable to perform these tasks, the Contractor shall immediately notify the COR.

5.3.13 On the Contractor's first work day each season, the Contractor shall be required to thoroughly clean each comfort station one time prior to the scheduled opening of the comfort stations for the season. Since these comfort stations have been closed for approximately six (6) months, a considerable amount of effort will likely be required to bring them up to an acceptable level of cleanliness. Once the service has been completed, the Contractor shall notify the COR of completion of service for inspection.

5.3.14 On the Contractor's last work day each season, the Contractor shall be required to fully clean and service each comfort station. The Contractor shall remove all toilet paper and drain soap dispensers. All supplies and equipment used shall be returned to the Contractor's shed and locked. Once the service has been completed the Contractor shall secure and lock the comfort station, and notify the COR of completion of service and final inspection.

5.4 Vault Toilet Cleaning

5.4.1 All vault toilets within the designated work area(s) are to be cleaned and serviced in their entirety, between the hours of 6:00 A.M. and 6:00 P.M. Vault toilets shall be cleaned in their entirety to include floors, walls, ceilings, stools, and inside stool risers to remove any spots, stains, debris or other foreign material. Stools and accessories shall be cleaned, disinfected, rinsed, and excess water removed.

5.4.2 Floors, walls and ceilings shall be swept and cleaned using approved cleaning agents containing a deodorizer. Markings, stains and other substances shall be removed. If markings and stains cannot be removed using regular cleaning techniques, they shall be reported promptly to the COR. Excess water shall be removed upon completion of the cleaning service.

5.4.3 Bird and insect nests, webs, dirt, and other foreign material shall be cleaned from all surfaces inside and outside. When washing is required, clean with approved cleaners.

5.4.4 The Contractor shall restock toilet paper to ensure an adequate supply of paper exists until the next scheduled cleaning. Toilet paper shall be checked by the Contractor for restocking throughout the day (between 6:00A.M. and 6:00P.M.) and all toilet paper shall be replaced when the toilet paper roll is found to be less than 1/4 full, or as directed by the COR.

5.4.5 Sidewalks around the vault shall be swept and/or washed until clean. Weeds shall be removed from sidewalk cracks within 25 feet of each vault toilet.

5.4.6 Trash and debris adjacent to the facility shall be picked up and disposed of in the nearest dumpster, or as directed by the COR.

5.4.7 Garbage cans located at vault toilets shall be emptied and new liners installed. The interior and exterior of can and lid shall be cleaned of any dirt and foreign material. Garbage cans are to be washed and deodorized as needed to keep them clean and odor free.

5.5 Picnic Shelter Cleaning

5.5.1 All picnic shelters within the designated work areas shall be cleaned in their entirety each day, to be completely cleaned and serviced no later than 10:00 A.M. Facilities shall be cleaned to include floors, walls, roofs, sidewalks, lights, ceilings, fireplaces, grills, and picnic tables in and around shelters.

5.5.2 Floors shall be swept and/or blown off daily to be free of stains, markings, debris and other foreign material. Floors and tables shall be power washed or scrubbed at least once each week during regular scheduled cleaning, or as often as needed, using approved cleaners and rinsed. Fireplace and grill cooking grates shall be steel brushed and cleaned of all foreign material daily. Bird and insect nests, webs, dirt, and other foreign material shall be removed from all surfaces inside and outside daily. Care will be taken not to spray light fixtures or electrical outlets. Excessive moisture shall be removed upon completion of the cleaning service.

5.5.3 Trash and debris, which includes cigarette butts, within a 25 foot radius of the facility shall be collected and properly disposed of in a nearby dumpster daily.

5.6 Trailer/RV Dump Station Cleaning

5.6.1 The Trailer/RV Dump Station facility shall be cleaned in its entirety at least once daily, to be completed no later than 3:00 P.M. The facility shall be cleaned to remove dirt, refuse and effluent from drains, slabs, sidewalks, roadway, hydrants and signs. Gravel and other foreign material shall be swept off of sidewalks, curbs, roadways, and slabs. Scrub, rinse and remove any dirt or foreign matter not removed by sweeping. Excess water shall be removed upon completion of cleaning service.

5.6.2 Scrub, rinse and sweep dry the drain areas. Clear foreign material from drain openings. The Contractor shall pick up and dispose of trash and debris within a 25-foot radius of the facility and roadway. All trash cans shall be emptied and all trash shall be placed in the nearest dumpster, or as directed by the COR.

5.6.3 The Trailer/RV Dump Station facility is located near the entrance of Nebraska Tailwaters Campground off Nebraska State Highway 121. The Contractor shall be

responsible for cleaning services at the Trailer/RV Dump Station in accordance with the cleaning schedule when covering services in the Nebraska Tailwaters Contract Area.

5.7 Fish Cleaning Station Cleaning

5.7.1 All fish cleaning stations within the designated work area(s) shall be cleaned in their entirety once per work day. This service shall take place between the hours of 6:00 A.M. and 11:00 A.M. each day. Fish cleaning stations shall be cleaned in their entirety which includes all floors, walls, roofs, posts, ceilings, tables, and accessories and emptying all trash cans within a 25 foot radius of the facility.

5.7.2 Floors, floor drains, tables and accessories shall be cleaned using an approved cleaner disinfectant/deodorizer to remove all foreign materials. It shall be rinsed, mopped, squeegeed or sponged dry to remove excess water from walks and concrete slab.

5.7.3 Trash and debris, including fish remains, within 25 feet of the facility shall be collected and disposed of between the hours of 6:00 A.M. and 11:00 A.M. All trash cans shall be completely emptied and new trash liners replaced each time. In addition, all trash cans shall be emptied with trash liners replaced a second time each work day to take place between the hours of 3:00 P.M. and 6:00 P.M. and all debris, litter and fish remains shall be removed within a 25 foot radius of the facility during this time as well, as needed. All trash, debris and foreign material shall be deposited in a nearby dumpster, or as directed by the COR. Fish remains shall be disposed of at the fish cleaning station, or as directed by the COR.

5.7.4 Bird and insect nests, webs, dirt, and other foreign material shall be cleaned from all surfaces inside and out daily.

5.7.5 The Contractor shall run and operate the Fish Cleaning Station at least once during each cleaning to insure proper working order. If station is not working properly, or any other potential maintenance issue is discovered, the Contractor shall promptly notify the COR or an on-duty Corps of Engineers Park Ranger as soon as possible.

5.7.6 There are two (2) fish cleaning stations, one is located near the RV/Trailer Dump Station outside the Nebraska Tailwaters Campground off NE Highway 121, the second is located within the Training Dike Day Use Area. The Contractor shall be responsible for providing cleaning services to the fish cleaning stations in the designated work areas in accordance with the cleaning schedule. These facilities may open earlier and/or close later than the schedule depending on the weather.

5.8 Grill and Fire Ring Cleaning

5.8.1 All grills and campfire rings within the designated work area(s) shall be cleaned of any debris, ashes and other foreign material a minimum of twice weekly on Mondays and Fridays no later than 3:00P.M., and as needed. The cooking surface of the grills

shall be steel brushed or scraped to rid the grate of excess residue, debris and foreign material. All debris, ashes and coals on the ground within a five-foot radius of the grill shall be cleaned up and disposed of properly. The Contractor shall visually check each grill and campfire ring in each work area daily for cleanliness and promptly report any maintenance or other problems to the COR.

5.8.2 Materials from grills and fire rings including but not limited to bottles, paper etc. shall be deposited in a dumpster. The Contractor will dispose of ashes from grills in the designated area, the COR will provide or identify a location for proper disposal of ashes.

5.8.3 Live ash and warm coals shall be left undisturbed and shall be cleaned when coals are safe to handle.

5.9 Area Litter Pick-Up & Trash Removal

5.9.1 Litter Pick-Up: Trash, litter, debris and other foreign material shall be picked up and disposed of within the designated work area facilities and grounds daily between the hours of 6:00 A.M. and 6:00 P.M. Trash and litter shall be removed from all roadways, parking lots, sidewalks, trails, fishing piers, mowed areas, picnic areas, shoreline and other grounds within the designated area(s).

5.9.2 Empty Trash Cans: All trash cans within the designated work area(s) shall be emptied and replaced with a new clean can liner at least once per day between the hours of 6:00 A.M. and 6:00 P.M. All trash and debris shall be removed from all trash cans located within the designated work area and deposited in the nearest dumpster for disposal, or where designated by the COR. When odor or debris inside or outside of the can is present, the Contractor shall wash and clean out the can to remove stains, debris, odor and foreign material with approved cleaners. The Contractor shall also remove all trash and debris from the trash bins within the Lake Yankton Disc Golf Course daily as needed, there are no can liners for these trash bins.

5.10 Beach Area Cleaning

5.10.1 The swimming beach area shall be cleaned daily between the hours of 6:00 A.M. and 11:00 A.M. of any trash, debris or foreign material including cigarette butts, sticks, twigs, grass clippings and glass, if present on the beach. The swimming beach is located within Training Dike Day Use Area, the Contractor shall be responsible for beach area cleaning when cleaning this area. All trash, debris and/or other foreign material collected shall be deposited in the nearest dumpster, or where designated by the COR.

5.10 Playground Areas, Picnic Tables and Benches Cleaning

5.10.1 The Contractor shall visually check playground equipment, picnic tables and benches within the designated work area(s) for cleanliness along with any possible maintenance or safety concerns each day, between the hours of 6:00 A.M. and 11:00

A.M. Any safety or maintenance concerns shall be promptly reported to the COR.

5.10.2 Playground equipment, picnic table and bench surfaces and mats/surfaces underneath equipment shall be swept or blown off to remove all leaves, twigs, sticks, dirt, bird and insect nests, webs and debris as needed each day. All playground equipment, picnic table and bench surfaces inside and out shall be free of any dirt, mud, smudges, streaks, leaves and foreign materials.

5.10.3 Playground equipment, picnic tables and benches are to be washed as needed when streaks, spots and other foreign material is present, with approved cleaners and cleaning methods.

5.10.4 Playground equipment, picnic tables and bench surfaces shall be wiped down of any water on equipment daily as needed, including slides, slide bottoms, stairs, swings and other surfaces that may collect rainwater, if water is present.

5.10.5 Trash, litter and debris, which includes cigarette butts, within a 25 foot radius of the playground facilities shall be collected and disposed of in a nearby dumpster.

5.11 Work Area Surveillance and Additional Requirements

5.11.1 Surveillance Requirement: Surveillance of the recreation areas is an integral part of the Contractor's duties. The mere physical presence of a person who can contact the authorities is often a strong deterrent to vandalism and violations of rules and regulations. For this reason, the Contractor will live on site during the course of this contract. To live on site means the Contractor's camping unit will be used as a regular domicile during the Contract period. The Contractor will consume meals, sleep, and otherwise spend a minimum of 18 hours daily within the confines of the assigned recreation areas. Short absences may be made for the purpose of obtaining supplies or attending to personal needs. An absence of eight hours will be allowed weekly on a schedule to be agreed upon between the Contractor and COR. The surveillance shall entail patrolling areas for litter and janitorial needs throughout the assigned areas and facilities. When the Contractor notes maintenance issues, vandalism or other issue such as but not limited to storm damage, public safety concerns, etc. they shall immediately notify the COR and/or on-duty USACE Park Rangers. Surveillance of the recreation area is not required on the Contractor's Day off, however daily occupancy of the campsite is required per USACE regulations.

5.11.2 Upon noting a violation of any rule or regulation, public safety concern, medical emergency or other emergency, the Contractor shall promptly contact the COR, on-duty USACE Park Ranger, or proper authorities depending on the situation. A phone list with emergency and staff contact lists shall be provided to the Contractor by the COR during the pre-work conference.

5.11.3 The Contractor shall unlock and open the gate leading to the overlook near the Lakeview Golf Course no later than 7:00 A.M. each morning, when the Contractor is

responsible for cleaning services within the Nebraska Tailwaters Area, or as directed by the COR.

5.11.4 The Contractor shall unlock and open the Training Dike Beach Comfort Station (Beach House) no later than 10:00 A.M. upon completion of cleaning services within, when the Contractor is responsible for cleaning the Training Dike Day Use Area, or as directed by the COR.

5.11.5 The Contractor shall lock and close any facility to include Comfort Stations, Vault Toilets, and Fish Cleaning Stations if directed to do so by the COR or on-duty USACE Park Rangers for maintenance or other issues that would require closing. The Contractor shall service the facility as soon as it is able to be opened to the public, and then unlock and open to the public as directed by the COR or on-duty USACE Park Rangers.

PART 6

APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1 The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. This includes the Federal Acquisition Regulation.

6.2 The Contractor shall adhere to U.S. Army Corps of Engineers EM 385-1-1 Safety and Health Requirements Manual. Copies of the EM 385-1-1 are available at the Gavins Point Project Office.

PART 7

ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. **Attachment/Technical Exhibit List:**

- 7.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary
- 7.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule
- 7.3 Attachment 3/Technical Exhibit 3 – Cleaning Services Frequency Schedule
- 7.4 Attachment 4/Technical Exhibit 4 – Facility Inventory
- 7.5 Attachment 5/Technical Exhibit 5 – Service Contract Inspection
- 7.6 Attachment 6/Technical Exhibit 6 – Bid Sheet
- 7.7 Attachment 7/Technical Exhibit 7 – Invoice
- 7.8 Attachment 8/Technical Exhibit 8 – Contract Area Maps

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The Contractor shall provide evidence that this contract for janitorial services has been completed to the standards outlined here in this PWS.	The Contractor must provide services to the safety standards outlined in this contract, and to the understood level of standard given by the designated COR.	No more than three customer complaints reported to the COR.	<i>Periodic Surveillance by the COR.</i>

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

Deliverable	Frequency	Number of Copies	Medium/Format	Submit To
Activity Hazard Analysis	Once.	One (1) copy submitted to the COR at the pre-work conference.	Paper (hard copy) or electronic copy of fillable PDF Form 385-1, which will be provided by the COR.	Submit to the COR.
Accident Prevention Plan	Once.	One (1) copy submitted to the COR at the pre-work conference.	Paper (hard copy) or electronic copy in PDF or MS Word.	Submit to the COR.
Certificate of Insurance	Once.	One (1) copy submitted to the COR at the pre-work conference.	Paper (hard copy) or electronic copy in PDF.	Submit to the COR.
Invoice for Cleaning Service, as shown in Exhibit 7.	Once per month.	One copy due by the 25 th day of each month	Hard Copy will be provided, to be filled out in black ink.	Submit to the COR.
Campground Work Request	As needed.	As needed.	Hard Copy will be provided by the COR, to be filled out in black ink.	Submit to the COR.

TECHNICAL EXHIBIT 3

CLEANING FREQUENCIES

The Contractor shall be responsible for cleaning and janitorial services in each facility within each specified area that shall be cleaned within the following frequencies.

<u>FACILITY / AREA</u>	<u>CLEANING FREQUENCY</u>
COMFORT STATIONS	Clean twice per day.
VAULT TOILETS	Clean once per day.
RV/TRAILER DUMP STATIONS	Clean twice per week, each Monday and Friday.
AREA LITTER/TRASH REMOVAL	Clean once per day.
GRILLS & FIRE RINGS	Clean twice per week, each Monday and Friday.
FISHING PIER	Clean once per day.
PICNIC SHELTERS	Clean once per day.
PLAYGROUNDS	Clean once per day.

TECHNICAL EXHIBIT 4

FACILITY INVENTORY

The following is the inventory of facilities within each recreation area/public use area. The Contractor shall be responsible for cleaning and janitorial services of all open facilities within all work areas assigned according to the cleaning schedule. Note that quantities are current at the time of contract solicitation and are subject to change. However, minor facilities/ features may be added or removed to the contract without a change in contract price.

FACILITY	COTTONWOOD CAMPGROUND	COTTONWOOD DAY USE AREA	TRAINING DIKE DAY USE AREA	NEBRASKA TAILWATERS RECREATION AREA	OVERLOOK DAY USE AREA	GROUP CAMP / HWY 121 PICNIC AREAS
COMFORT STATIONS	2	1	2	1	1	0
VAULT TOILETS	1	1	5	2	0	1
FISH CLEANING STATIONS	0	0	1	1	0	0
RV DUMP STATIONS	0	0	0	1	0	0
FIRE RINGS	78	0	0	45	0	0
GRILLS	3	2	8	11	1	2
FISHING PIERS	0	2	1	1	0	0
PLAY GROUNDS	1	1	1	0	1	0
PICNIC SHELTERS	1	2	4	0	1	2

TECHNICAL EXHIBIT 5
SERVICE CONTRACT INSPECTION

Contract Name: _____
Contractor Name: _____
Date: _____
Time: _____
Area Inspected: _____

Conditions Noted

Deficiencies

Ranger: _____ Contractor: _____

Reviewed by: _____
Natural Resources Manager Operations Manager

TECHNICAL EXHIBIT 6

BID SHEET COTTONWOOD CAMPGROUND, DAY USE AREA AND SURROUNDING AREAS 2016 – 2018 USACE, GAVINS POINT PROJECT

Bids shall be submitted on this sheet during bid submittal. The Bidder shall indicate a "Per Day" price, multiplied by work days each period for a total bid price per year.

001 – **Base Period** – Provide Janitorial Services for Gavins Point Project Recreation Areas and Public Use Facilities in accordance with contract specifications from April 20, 2016 through October 17, 2016.

Base Period Bid Price: 159 days X \$ _____ per day = \$ _____ Total.

002 – **Option Period 1** – Provide Janitorial Services for Gavins Point Project Recreation Areas and Public Use Facilities in accordance with contract specifications from April 19, 2017 through October 23, 2017.

Option Period 1 Bid Price: 166 days X \$ _____ per day = \$ _____ Total.

003 – **Option Period 2** – Provide Janitorial Services for Gavins Point Project Recreation Areas and Public Use Facilities in accordance with contract specifications from April 18, 2018 through October 22, 2018.

Option Period 2 Bid Price: 166 days X \$ _____ per day = \$ _____ Total.

TOTAL CONTRACT BID PRICE (Base Period & 2 Option Periods): \$ _____

TECHNICAL EXHIBIT 7

**INVOICE FOR COTTONWOOD CAMPGROUND, DAY USE AREA AND
SURROUNDING AREA CLEANING SERVICES**

DATE -----

Submit to:
Natural Resource Manager
Gavins Point Project Office
P.O. Box 710
Yankton, SD 57078

CONTRACT NO. -----

Provide cleaning and janitorial services for Cottonwood Campground, Day Use Area and surrounding area in accordance with contract specifications.

Total labor hours for this billing period: -----

Period Covered: ----- to -----

DAYS X \$	DAY = \$
-----	-----
	(TOTAL DUE)

SIGNATURE: -----

PRINT NAME: -----

ADDRESS: -----

TECHNICAL EXHIBIT 8
USACE, GAVINS POINT PROJECT
CLEANING CONTRACT AREA MAPS

MAP 1 – COTTONWOOD CLEANING AREA



**TECHNICAL EXHIBIT 8
USACE, GAVINS POINT PROJECT
CLEANING CONTRACT AREA MAPS**

MAP 2 – TRAINING DIKE CLEANING AREA



**TECHNICAL EXHIBIT 8
USACE, GAVINS POINT PROJECT
CLEANING CONTRACT AREA MAPS**

MAP 3 – NEBRASKA TAILWATERS CLEANING AREA



CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.245-1	Government Property	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008 (Dev)	Compliance with Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Award to the successful contractor shall be based on “Best Value” rather than “Low Bid”. To be considered a complete bid, all bidders must submit the following best value criteria and cover each item indicated below upon submitting their bid in electronic format. Bids will be rated on the following factors:

- a. Description of Cleaning Techniques and Methodologies. Bidders shall submit a description of their cleaning techniques and methodologies that they plan to use to complete all described work activities. The bidder shall describe in detail the methods of cleaning each facility (comfort stations, vault toilets, fish cleaning stations, grills, picnic shelters, etc.) including equipment, materials, supplies, employees/staff, modes of transportation, etc. to be used in competition of contract work activities for each facility and area.
- b. Execution of Cleaning Schedule. Bidders shall submit a detailed work schedule to show how the bidder plans to complete all required cleaning and janitorial work to the specifications in the performance work statement, ensuring all required cleanings are met during the required times and dates of each service. The bidder shall indicate how they plan to meet all daily cleaning requirements in all work areas indicated. The Contractor shall also indicate their plan for completing the surveillance requirement of the contract and identify the make, model and year of their camping unit they plan on using at the Contractor’s campsite during the period of performance.
- c. Past Performance & References. Bidders shall submit a list of previous employment, contracts, volunteer work or other work within the last eight (8) years in which the bidder has completed similar work involving cleaning and janitorial services and/or working with the public in a professional manner. The bidder shall submit at least two written professional references, including name, title and phone number of each reference. References should not be from any current USACE, Gavins Point Project employees.
- d. Price. Bidders shall submit their bid price, inclusive of all costs for all years, as indicated on the Bid Sheet.

Technical and past performance factors, when combined, are more heavily weighted than price.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- _X_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- _X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- _X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- _X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- _X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- _X_ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within and up to the completion date of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within and up to the completion date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 Years.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

____ (Line Item Number Country of Origin)

____ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) ____

(Country of Origin (If known)) ____

(End of provision)

UAI 15.504-100 Award to Successful Offeror

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

WAGE RATES

WD 05-2323 (Rev.-18) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2323
Daniel W. Simms	Division of	Revision No.: 18
Director	Wage Determinations	Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract

Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Nebraska

Area: Nebraska Counties of Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Fillmore, Franklin, Frontier, Furnas, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Kearney, Keith, Keya Paha, Knox, Lincoln, Logan, Loup, McPherson, Merrick, Nance, Nuckolls, Perkins, Phelps, Platte, Polk, Red Willow, Rock, Saline, Seward, Sherman, Thayer, Thomas, Valley, Webster, Wheeler, York

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.61
01012 - Accounting Clerk II		14.40
01013 - Accounting Clerk III		16.11
01020 - Administrative Assistant		19.65
01040 - Court Reporter		15.75
01051 - Data Entry Operator I		10.70
01052 - Data Entry Operator II		12.72
01060 - Dispatcher, Motor Vehicle		15.75
01070 - Document Preparation Clerk		12.04
01090 - Duplicating Machine Operator		12.04
01111 - General Clerk I		11.45
01112 - General Clerk II		12.59
01113 - General Clerk III		14.02
01120 - Housing Referral Assistant		17.77
01141 - Messenger Courier		10.46

01191 - Order Clerk I	10.41
01192 - Order Clerk II	12.04
01261 - Personnel Assistant (Employment) I	13.53
01262 - Personnel Assistant (Employment) II	15.75
01263 - Personnel Assistant (Employment) III	16.91
01270 - Production Control Clerk	17.94
01280 - Receptionist	13.41
01290 - Rental Clerk	13.20
01300 - Scheduler, Maintenance	14.24
01311 - Secretary I	14.24
01312 - Secretary II	15.93
01313 - Secretary III	17.77
01320 - Service Order Dispatcher	14.36
01410 - Supply Technician	19.65
01420 - Survey Worker	15.75
01531 - Travel Clerk I	12.17
01532 - Travel Clerk II	12.94
01533 - Travel Clerk III	13.73
01611 - Word Processor I	12.04
01612 - Word Processor II	13.38
01613 - Word Processor III	15.75
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.72
05010 - Automotive Electrician	17.07
05040 - Automotive Glass Installer	16.53
05070 - Automotive Worker	16.53
05110 - Mobile Equipment Servicer	15.40
05130 - Motor Equipment Metal Mechanic	17.66
05160 - Motor Equipment Metal Worker	16.53
05190 - Motor Vehicle Mechanic	17.68
05220 - Motor Vehicle Mechanic Helper	15.64
05250 - Motor Vehicle Upholstery Worker	15.94
05280 - Motor Vehicle Wrecker	16.53
05310 - Painter, Automotive	17.07
05340 - Radiator Repair Specialist	16.53
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	17.66

07000 - Food Preparation And Service Occupations	
07010 - Baker	12.10
07041 - Cook I	10.12
07042 - Cook II	10.86
07070 - Dishwasher	8.39
07130 - Food Service Worker	8.85
07210 - Meat Cutter	12.79
07260 - Waiter/Waitress	8.81
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.52
09040 - Furniture Handler	10.39
09080 - Furniture Refinisher	14.52
09090 - Furniture Refinisher Helper	11.92
09110 - Furniture Repairer, Minor	13.46
09130 - Upholsterer	14.40
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.57
11060 - Elevator Operator	10.89
11090 - Gardener	14.73
11122 - Housekeeping Aide	11.55
11150 - Janitor	11.55
11210 - Laborer, Grounds Maintenance	12.28
11240 - Maid or Houseman	8.57
11260 - Pruner	11.30
11270 - Tractor Operator	13.86
11330 - Trail Maintenance Worker	12.28
11360 - Window Cleaner	12.41
12000 - Health Occupations	
12010 - Ambulance Driver	16.67
12011 - Breath Alcohol Technician	16.67
12012 - Certified Occupational Therapist Assistant	19.16
12015 - Certified Physical Therapist Assistant	21.00
12020 - Dental Assistant	14.52
12025 - Dental Hygienist	31.55
12030 - EKG Technician	25.67
12035 - Electroneurodiagnostic Technologist	25.67
12040 - Emergency Medical Technician	16.67

12071 - Licensed Practical Nurse I	14.90
12072 - Licensed Practical Nurse II	16.67
12073 - Licensed Practical Nurse III	18.60
12100 - Medical Assistant	12.90
12130 - Medical Laboratory Technician	14.94
12160 - Medical Record Clerk	12.96
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	15.75
12210 - Nuclear Medicine Technologist	26.60
12221 - Nursing Assistant I	9.82
12222 - Nursing Assistant II	11.04
12223 - Nursing Assistant III	12.05
12224 - Nursing Assistant IV	13.52
12235 - Optical Dispenser	14.52
12236 - Optical Technician	14.90
12250 - Pharmacy Technician	13.64
12280 - Phlebotomist	13.52
12305 - Radiologic Technologist	23.16
12311 - Registered Nurse I	22.12
12312 - Registered Nurse II	27.06
12313 - Registered Nurse II, Specialist	27.06
12314 - Registered Nurse III	32.74
12315 - Registered Nurse III, Anesthetist	32.74
12316 - Registered Nurse IV	39.23
12317 - Scheduler (Drug and Alcohol Testing)	20.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.44
13012 - Exhibits Specialist II	21.61
13013 - Exhibits Specialist III	26.43
13041 - Illustrator I	17.24
13042 - Illustrator II	21.37
13043 - Illustrator III	26.13
13047 - Librarian	23.92
13050 - Library Aide/Clerk	11.71
13054 - Library Information Technology Systems Administrator	21.61
13058 - Library Technician	16.15

13061 - Media Specialist I	15.59
13062 - Media Specialist II	17.44
13063 - Media Specialist III	19.45
13071 - Photographer I	13.84
13072 - Photographer II	15.09
13073 - Photographer III	19.05
13074 - Photographer IV	22.90
13075 - Photographer V	24.87
13110 - Video Teleconference Technician	13.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.57
14042 - Computer Operator II	16.30
14043 - Computer Operator III	18.18
14044 - Computer Operator IV	20.20
14045 - Computer Operator V	22.36
14071 - Computer Programmer I	(see 1) 20.99
14072 - Computer Programmer II	(see 1) 26.01
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.57
14160 - Personal Computer Support Technician	20.20
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.42
15020 - Aircrew Training Devices Instructor (Rated)	35.59
15030 - Air Crew Training Devices Instructor (Pilot)	40.58
15050 - Computer Based Training Specialist / Instructor	29.42
15060 - Educational Technologist	25.73
15070 - Flight Instructor (Pilot)	40.58
15080 - Graphic Artist	19.22
15090 - Technical Instructor	17.81
15095 - Technical Instructor/Course Developer	21.78
15110 - Test Proctor	14.37
15120 - Tutor	14.37
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	9.03
16030 - Counter Attendant	9.03
16040 - Dry Cleaner	10.82
16070 - Finisher, Flatwork, Machine	9.03
16090 - Presser, Hand	9.03
16110 - Presser, Machine, Drycleaning	9.03
16130 - Presser, Machine, Shirts	9.03
16160 - Presser, Machine, Wearing Apparel, Laundry	9.03
16190 - Sewing Machine Operator	11.44
16220 - Tailor	12.11
16250 - Washer, Machine	9.68
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.30
19040 - Tool And Die Maker	22.14
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.82
21030 - Material Coordinator	19.10
21040 - Material Expediter	19.10
21050 - Material Handling Laborer	10.83
21071 - Order Filler	11.67
21080 - Production Line Worker (Food Processing)	13.82
21110 - Shipping Packer	11.67
21130 - Shipping/Receiving Clerk	11.67
21140 - Store Worker I	11.77
21150 - Stock Clerk	14.98
21210 - Tools And Parts Attendant	13.82
21410 - Warehouse Specialist	13.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	19.80
23021 - Aircraft Mechanic I	18.95
23022 - Aircraft Mechanic II	19.80
23023 - Aircraft Mechanic III	20.42
23040 - Aircraft Mechanic Helper	14.48
23050 - Aircraft, Painter	18.24
23060 - Aircraft Servicer	16.35
23080 - Aircraft Worker	17.30
23110 - Appliance Mechanic	17.16

23120 - Bicycle Repairer	11.41
23125 - Cable Splicer	20.63
23130 - Carpenter, Maintenance	18.18
23140 - Carpet Layer	17.28
23160 - Electrician, Maintenance	19.13
23181 - Electronics Technician Maintenance I	19.71
23182 - Electronics Technician Maintenance II	22.43
23183 - Electronics Technician Maintenance III	22.53
23260 - Fabric Worker	16.31
23290 - Fire Alarm System Mechanic	20.56
23310 - Fire Extinguisher Repairer	15.34
23311 - Fuel Distribution System Mechanic	18.95
23312 - Fuel Distribution System Operator	15.34
23370 - General Maintenance Worker	17.35
23380 - Ground Support Equipment Mechanic	18.95
23381 - Ground Support Equipment Servicer	16.35
23382 - Ground Support Equipment Worker	17.30
23391 - Gunsmith I	15.34
23392 - Gunsmith II	17.28
23393 - Gunsmith III	18.95
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.71
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.64
23430 - Heavy Equipment Mechanic	20.48
23440 - Heavy Equipment Operator	16.78
23460 - Instrument Mechanic	18.95
23465 - Laboratory/Shelter Mechanic	18.20
23470 - Laborer	11.91
23510 - Locksmith	18.20
23530 - Machinery Maintenance Mechanic	20.67
23550 - Machinist, Maintenance	17.07
23580 - Maintenance Trades Helper	15.96
23591 - Metrology Technician I	18.95
23592 - Metrology Technician II	19.80
23593 - Metrology Technician III	20.42
23640 - Millwright	18.95

23710 - Office Appliance Repairer	16.94
23760 - Painter, Maintenance	17.75
23790 - Pipefitter, Maintenance	21.17
23810 - Plumber, Maintenance	20.48
23820 - Pneudraulic Systems Mechanic	18.95
23850 - Rigger	18.69
23870 - Scale Mechanic	17.28
23890 - Sheet-Metal Worker, Maintenance	20.47
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	22.06
23932 - Telecommunications Mechanic II	23.05
23950 - Telephone Lineman	20.56
23960 - Welder, Combination, Maintenance	16.49
23965 - Well Driller	18.95
23970 - Woodcraft Worker	18.95
23980 - Woodworker	15.34
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.77
24580 - Child Care Center Clerk	11.85
24610 - Chore Aide	10.37
24620 - Family Readiness And Support Services Coordinator	12.02
24630 - Homemaker	14.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.77
25040 - Sewage Plant Operator	18.93
25070 - Stationary Engineer	17.77
25190 - Ventilation Equipment Tender	14.92
25210 - Water Treatment Plant Operator	18.93
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.41
27007 - Baggage Inspector	12.45
27008 - Corrections Officer	16.38
27010 - Court Security Officer	16.75
27030 - Detection Dog Handler	13.93
27040 - Detention Officer	16.38
27070 - Firefighter	16.75

27101 - Guard I	12.82
27102 - Guard II	14.34
27131 - Police Officer I	18.67
27132 - Police Officer II	20.72
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.24
28042 - Carnival Equipment Repairer	11.87
28043 - Carnival Equipment Worker	9.21
28210 - Gate Attendant/Gate Tender	13.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.54
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	17.03
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	17.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.82
29020 - Hatch Tender	19.82
29030 - Line Handler	19.82
29041 - Stevedore I	18.71
29042 - Stevedore II	20.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.40
30023 - Archeological Technician III	24.05
30030 - Cartographic Technician	24.05
30040 - Civil Engineering Technician	19.37
30061 - Drafter/CAD Operator I	17.06
30062 - Drafter/CAD Operator II	19.40
30063 - Drafter/CAD Operator III	21.64
30064 - Drafter/CAD Operator IV	26.17
30081 - Engineering Technician I	14.27
30082 - Engineering Technician II	16.16
30083 - Engineering Technician III	18.06

30084 - Engineering Technician IV	22.38
30085 - Engineering Technician V	27.37
30086 - Engineering Technician VI	32.87
30090 - Environmental Technician	21.02
30210 - Laboratory Technician	17.33
30240 - Mathematical Technician	23.64
30361 - Paralegal/Legal Assistant I	18.03
30362 - Paralegal/Legal Assistant II	22.35
30363 - Paralegal/Legal Assistant III	25.03
30364 - Paralegal/Legal Assistant IV	27.70
30390 - Photo-Optics Technician	23.64
30461 - Technical Writer I	20.71
30462 - Technical Writer II	25.33
30463 - Technical Writer III	30.65
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.64
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.64
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.13
31030 - Bus Driver	14.33
31043 - Driver Courier	13.07
31260 - Parking and Lot Attendant	8.88
31290 - Shuttle Bus Driver	13.44
31310 - Taxi Driver	10.49
31361 - Truckdriver, Light	13.44
31362 - Truckdriver, Medium	14.10
31363 - Truckdriver, Heavy	15.27
31364 - Truckdriver, Tractor-Trailer	15.27
99000 - Miscellaneous Occupations	
99030 - Cashier	9.43
99050 - Desk Clerk	8.76
99095 - Embalmer	27.90

99251 - Laboratory Animal Caretaker I	10.90
99252 - Laboratory Animal Caretaker II	11.65
99310 - Mortician	27.90
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	12.92
99710 - Recycling Laborer	14.78
99711 - Recycling Specialist	17.06
99730 - Refuse Collector	13.63
99810 - Sales Clerk	10.98
99820 - School Crossing Guard	12.83
99830 - Survey Party Chief	26.88
99831 - Surveying Aide	14.51
99832 - Surveying Technician	17.85
99840 - Vending Machine Attendant	15.40
99841 - Vending Machine Repairer	17.51
99842 - Vending Machine Repairer Helper	15.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CLAUSES INCORPORATED BY REFERENCE

52.209-5 Certification Regarding Responsibility Matters OCT 2015

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2015)
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ . [Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current,

accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [___] has, [___] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [___] has, [___] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [___] has developed and has on file, [___] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [___] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic

end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
---------------------	-----------------------------

_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [☐] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [☐] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [☐] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [☐] does [☐] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [____] Certain services as described in FAR 22.1003-4(d)(1). The offeror [____] does [____] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(c) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(End of Provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX
LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016
APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

252.225-7035 Buy American--Free Trade Agreement--Balance Of PaymentsNOV 2014
Program Certificate--Basic (Nov 2014)